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**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

IN RE UKG INC CYBERSECURITY  
LITIGATION

THIS DOCUMENT RELATES TO:

All Actions.

Case No. 3:22-cv-00346-SI

**SUPPLEMENTAL DECLARATION  
OF SCOTT M. FENWICK OF KROLL  
SETTLEMENT ADMINISTRATION  
LLC IN CONECTION WITH  
PRELIMINARY APPROVAL**

Judge: Hon. Susan Illston

I, Scott M. Fenwick, pursuant to 28 U.S.C. § 1746, hereby declare:

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),<sup>1</sup> the proposed Settlement Administrator in the above-captioned case, whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my general supervision. This supplemental declaration is being filed in connection with preliminary approval of the Settlement Agreement.

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the that certain Settlement Agreement and Release (the “Settlement Agreement”).

1           2.       I submit this supplemental declaration at the request of Class Counsel and Defendant's  
2 Counsel.

3           3.       It is my understanding that following the filing of the Parties' motion for preliminary  
4 approval, the Parties conferred about providing UKG's customers with an option to have Kroll  
5 transmit via email notice of the Settlement as contemplated by Paragraph 63(e) of the Settlement  
6 Agreement to UKG's customers' employees, in lieu of UKG's customers of the KPC product  
7 undertaking such duties.

8           4.       Collectively, counsel for the Parties and Kroll conferred to create this additional  
9 option, including drafting the proposed "Email Notice" to UKG's customers' employees, which is  
10 attached as Exhibit 1 to the Supplemental Declaration of Kas L. Gallucci (the "Supplemental Gallucci  
11 Declaration") being filed contemporaneously herewith, and agreed on a timeframe to collect any data  
12 from UKG's customers and to transmit the Email Notice to UKG's customers' employees.

13           5.       Kroll believes that the timeframe proposed by counsel in Paragraph 5 of the  
14 Supplemental Gallucci Declaration is both sufficient and necessary to allow Kroll enough time to  
15 properly process and normalize any data provided to Kroll by any of UKG's customers and thereafter  
16 transmit the Notice as proposed by counsel and filed as Exhibit 1 to the Supplemental Declaration of  
17 Kas L. Gallucci.

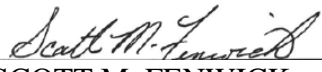
18           6.       Kroll agrees to undertake these duties as outlined in the Supplemental Gallucci  
19 Declaration and Exhibit 1 attached thereto, and as contemplated by Section VI of the Settlement  
20 Agreement.

21           7.       With Kroll providing an additional option to UKG's customers, Kroll and counsel for  
22 the Parties will be able to track additional notice reach and will report such data to the Court should  
23 any of UKG's customers desire for Kroll to transmit the Email Notice to its employees.

24           8.       As Kroll is presently unaware of the number of UKG's customers who will elect this  
25 option, and understands from counsel for the Parties that they are presently unaware of any of UKG's  
26 customers who will actually make this election, Kroll is unable to estimate the exact cost of  
27 implementing the Email Notice to employees of UKG's customers. Based upon reasonable  
28 assumptions by the Parties and representations made by Defendant's counsel, Kroll has provided cost  
estimates to counsel and will aim to not exceed the cap previously agreed to by the Parties. Should a

1 high volume of UKG's customers elect to have Kroll transmit the proposed Email Notice, counsel for  
2 the Parties are aware of the additional costs that could exceed the cap. Kroll will advise the Parties  
3 of the final costs once Kroll is aware of the number of UKG's customers that elect to have Kroll  
4 transmit Email Notice and after Kroll determines the number of emails Kroll will be transmitting.

5 I declare under penalty of perjury under the laws of the United States that the above is true and  
6 correct to the best of my knowledge and that this declaration was executed on June 1, 2023 in  
7 Woodbury, Minnesota.

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10 SCOTT M. FENWICK  
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